

# ***Monroe County School District***

## ***REQUEST FOR PROPOSAL***

***RFP 2023021***

## **Food and Supply Purchasing**



### *Members of the Board*

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*Chairperson*

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**Theresa Axford**  
***Superintendent of Schools***

## **RFP 2023021 – Food and Supply Purchasing**

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**REQUEST FOR PROPOSAL**

**NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on November 15, 2023 at 9:00 a.m. the School Board of Monroe County (the “School District” or “School Board”) will open sealed proposals for the following:**

***RFP 2023021  
Food and Supply Purchasing***

*Specifications and proposal documents may be requested from Demand Star by Onvia by calling 1-800-711-1712 or by going to the website [www.demandstar.com](http://www.demandstar.com). The public record documents are available on the district website at [www.KeysSchools.com](http://www.KeysSchools.com) or by contacting the Internal Services Department / Purchasing Division, 241 Trumbo Road, Key West, FL 33040.*

*Questions regarding the proposal should be directed by e-mail to Taylor Gandolfo – Buyer, at [Taylor.Gandolfo@KeysSchools.com](mailto:Taylor.Gandolfo@KeysSchools.com).*

*From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on [www.demandstar.com](http://www.demandstar.com). You should periodically check the website to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.*

*Proposals must be submitted electronically to [www.demandstar.com](http://www.demandstar.com). Hard copy or email proposals will not be accepted. All proposals must be entered in DemandStar by the date/time listed in the bid timeline within. No waivers shall be allowed for proposals which have not been submitted by the deadline date.*

*The Monroe County School District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.*

*All proposals must remain valid for a period of ninety (90) days or until the MCSB approves the contract. The School Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).*

*Recommendation to the District School Board of Monroe County will be based upon a proposal(s) that represent the best interest of the District and award of the contract will be deemed by the board to be in the best interest of Monroe County.*

**Gaelan Jones  
Director of Internal Services  
Released in Key West, Florida,**

**RFP 2023021 – Food and Supply Purchasing**

**Monroe County School District  
Internal Services Department / Purchasing Division**

**PROPOSAL FORM**

**RFP 2023021 – Food and Supply Purchasing**

**BID DUE /BID OPENING DATE/TIME: November 15, 2023 at 9:00 a.m.**

**PROPOSALS MUST BE SUBMITTED ELECTRONICALLY  
TO [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM). HARD COPY OR EMAIL  
PROPOSALS WILL NOT BE ACCEPTED.**

**PLEASE BE SURE THAT THE NAME OF  
YOUR COMPANY APPEARS ON EACH  
PAGE OF THIS PROPOSAL FORM.**

**IF SIGNED BY AN AGENT OF NAMED COMPANY  
WRITTEN EVIDENCE FROM THE OWNER OF  
RECORD OF HIS/HER AUTHORITY MUST  
ACCOMPANY THIS PROPOSAL.**

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
**ADDRESS OF COMPANY**

\_\_\_\_\_  
**PRINT NAME OF AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**EMAIL ADDRESS**

\_\_\_\_\_  
**TELEPHONE No.**

\_\_\_\_\_  
**FAX**

**Proposal Certification**

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 54 inclusive of this Request for Proposal, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of  
Proposer's Authorized Representative (blue ink preferred on original) \_\_\_\_\_ Date \_\_\_\_\_

Name of Proposer's Authorized Representative \_\_\_\_\_ Title of Proposer's Authorized Representative \_\_\_\_\_

## **RFP 2023021 – Food and Supply Purchasing**

### **SCOPE OF WORK**

#### **I. PURPOSE**

The Monroe County School District (“District” or “MCSD”) is seeking to establish a contract for the procurement of food and food service related supplies service the District’s school food programs. The District is seeking a Group Purchasing (GPO) or other procuring agent to provide an extensive purchasing program with manufacturers or suppliers to obtain food and food related products and supplies meeting current USDA standards, as listed in Exhibit 2. The Monroe County School District participates in Cash in Lieu of Commodities and therefore does not process commodities at this time.

#### **II. ELIGIBILITY TO BID**

Bidders who do not meet the following qualifications will not be considered.

1. Licenses: Proposers must be authorized to do business in the State of Florida and must possess all registration(s), certification(s) and license(s) required to perform the work outlined within in accordance with all applicable Florida Statutes, ordinances, regulations, and/or Board Policies.
2. Insurance – Proposers must provide evidence of insurance coverages in the amounts specified under the section titled INSURANCE below. If awarded a contract pursuant to this solicitation, Proposers must have the ability to add The School Board of Monroe County, Florida as an additional insured to said insurance policies.
3. Debarment: Pursuant to School Board Policy, Contractor Debarment Procedures, debarred contractors are excluded from conducting business with the Board as agents, representatives, partners and associates of other contractors, subcontractors or individual sureties.
4. Terminated Contracts with MCSD: Any firm or individual whose contract/agreement has been terminated by the Board within three (3) years of the RFQ Response due date, with cause, will not be considered under this bid.
5. Convictions: Pursuant to Chapter 287.133(2)(a) of the Florida Statutes, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to the public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
6. BACKGROUND CHECKS/FINGERPRINTING: In accordance with the Jessica Lunsford Act, all contractors (including subcontractors and employees of subcontractors) who are permitted access on school grounds when students are present, who have direct contact with students, or who have access to or control of school funds, shall be subject to fingerprinting and background screening at least once every five (5) years. To the extent Contractor provides such services to School Board, Contractor agrees that its employees and subcontractors have been

## **RFP 2023021 – Food and Supply Purchasing**

subjected to background screening by a public school district designee within the past five (5) years and have not been convicted of any disqualifying offense set forth by Florida Statute § 435.04, or will otherwise obtain such screening through School Board prior to commencement of work. Contractor agrees to bear any and all costs associated with acquiring any background screening that may be required pursuant to this section.

Exceptions to background screening requirements, as stated in Chapter 1012, Florida Statutes, shall be applicable. Such exceptions include contractors who will remain in the direct line of sight of a Monroe County School District employee at all times when they are on school grounds or have direct contact with a student; contractors who are required by law to undergo a level 2 background screening for licensure, certification or employment; or contractors who remain separated from students by a chain-link fence of at least 6 feet in height.

Further, Contractor agrees to require all affected employees and subcontractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will notify Contractor/Employer of any arrest or conviction of any offense enumerated in Florida Statute § 435.04 within forty-eight (48) hours of their occurrence. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB.

### **III. GENERAL REQUIREMENTS**

A. Group Purchasing Organization (GPO) shall provide the following:

1. Complete transparency in manufacturer programs including pricing, incentive programs, and rebates.
2. Separation of manufacturer from distributor agreements. MCSD reserves the right to select distribution provider.
3. Ability to perform distributor contracts price audits. Audits should check all pricing mechanisms, including firm priced and fixed fee items.
4. All competitive bid documentation of bid pricing performed on behalf of MCSD must be available upon request.
5. Support for advertising and assisting MCSD in evaluating existing purchases and making recommendations for alternative products which meet the purpose, nutritional requirements, and quality objectives.
6. Ability for MCSD to negotiate with the manufacturer/supplier community and implement direct supplier agreements for the benefit of MCSD.

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7. Provide market intelligence including market conditions, product recalls, product availability and other pertinent information for nutritional purchases.
8. Purchasing services must meet or exceed all Federal, State, Local and MCSD procurement guidelines, policies, regulations and law for all Child Nutrition Programs.
9. The services provided shall be operated and maintained as a benefit to the MCSD students, faculty, and staff.
10. The services provided shall be managed to promote maximum participation in the Child Nutrition Programs.
11. Provide services to each site as specified in Exhibit I
12. MCSD may add or remove sites and/or meal periods for existing programs (Exhibit 1) at any time during the contract period and subsequent renewals unless the addition or removal creates a material or substantive contract change.
13. MCSD reserves the right to maintain, add/or remove present food and beverage vending machines in its facilities.
14. MCSD reserves the right to maintain, add/or remove products listed on Exhibit 2.
15. The GPO shall be an independent contractor and not an employee of MCSD. The employees of the GPO shall be considered solely employees of the GPO and shall not be considered employees or agents of the MCSD in any way.
16. The GPO shall conduct the provided services to ensure compliance with the rules, policies, and statutes of the Florida Department of Agriculture and Consumer Services (FDACS) and the USDA regarding Child Nutrition Programs.

### **B. MCSD School Food Service Department Responsibilities**

1. MCSD shall be legally and financially responsible for the conduct of the services provided and shall supervise the services to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.
2. MCSD shall ensure that the food service operation is in conformance with its Child Nutrition Programs agreement and Eligibility Manual for School Meals Determining and Verifying Eligibility.
3. MCSD shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte, adult meals, and vending machine items, as applicable.
4. MCSD shall approve the menus and recipes for the meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and USDA.

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5. MCSD shall inform the GPO of any adjustments to menus/expected usage and monitor implementation of adjustments.
6. MCSD shall be responsible for resolution of program reviews and audit findings.

### **C. Group Purchasing Organization (GPO) Responsibilities**

1. Provide procurement services that meet all Federal and State guidelines for food and food related products listed in Exhibit 2. Ability to integrate with MCSD ordering method or if unavailable provide an acceptable electronic method of purchasing, keeping track of orders, rebates, deliveries, invoices, and quarterly reports.
2. Provide methods of purchasing items which pricing may change daily or weekly. GPO must have the ability to adjust pricing or items properly procured in Exhibit 2, including fresh produce, milk, and other items that price will regularly fluctuate. GPO must have a mechanism in place for these items.
3. Provide fee structure for services
4. Provide competitively bid contracts, pricing and information, catalogues, search information, technical information, and any contract extensions/renewals, etc.
5. Provide staff to assist MCSD as needed.
6. Provide the capabilities to procure distribution of USDA commodity products if requested.
7. Provide copies of all procurement documents.
8. Provide input and evaluation of food items, supplies, and materials bid/proposal responses prior to award.
9. Provide information of any nutritional facts, CN label or bid specification sheet as per request.
10. Rebates Discounts, and Credits: Any such rebates, discounts and credits must accrue to the benefit of the MCSD. Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value, or other direct or indirect remuneration from manufactures/vendors or other persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the MCSD's nonprofit food service account. In addition, GPO will refund MCSD for any overpayment. All goods, services, or monies, received as the result of any equipment or government commodity rebate shall be credited to the MCSD's nonprofit food service account.

### **D. Purchase/Buy American Requirements**



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1. The GPO shall purchase, to the maximum extent practicable, domestic commodities or products that are either agricultural commodities produced in the United States or food product processed in the United States substantially using agricultural commodities produced in the United States.
2. The GPO may not substitute commercially-purchased food for USDA ground beef, ground pork, and processed end products received (if applicable).
3. The GPO may not substitute commercially-purchased foods for all other USDA Food received. All commercially-purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined by the MCSD (if applicable).
4. MCSD shall ensure commercially-purchased food used in place of USDA Foods received are the same generic identity as the USDA Food received, of United States origin, and equal or better quality than the USDA Foods as determined by the MCSD (if applicable).
5. The GPO may be required to certify the percentage of United States content in the products supplied to the MCSD.
6. MCSD reserves the right to review GPO purchase records to ensure compliance with the Buy American provision in 7 C.F.R. sections 210.21 and 250.23.
7. The GPO shall provide nutrition facts labels and any other documentation requested by MCSD to ensure compliance with United States content requirements.
8. Products provided in Exhibit 2 must be “approved brands or equal”. The brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance and desired characteristics, as determined by the MCSD.

### **E. Special Conditions; As Applicable**

1. USDA FOODS: Any USDA Foods received for use by the MCSD and made available to the GPO shall be utilized within the specified Term of this Contract in the MCSD food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7C.F.R. Part 250.
2. The GPO shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the MCSD.
3. The GPO shall manage all USDA Foods to ensure the foods are utilized in the MCSD food service.
4. The GPO shall utilize all USDA ground beef, ground pork, and processed end products received in the MCSD food service. Commercially-purchased foods shall not be substituted for these foods.

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5. The GPO shall utilize all other USDA Foods, or substitute commercially-purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by MCSD food service.
6. The GPO shall credit the MCSD monthly bill/invoice the current market value of all USDA foods received during each Contract Term as the foods are used in the MCSD food service. The GPO must credit the MCSD for all USDA Foods received for use in the MCSD food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.
7. Credit issued by the GPO to the MCSD for USDA foods received during each Contract Term and used in the MCSD food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the MCSD's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the FDACS.
8. The current value of USDA Foods is based on the information listed on the MCSD Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the FDACS.
9. The MCSD shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. § 210.9(b)(2).
10. At the end of each contract term and upon expiration or termination of the contract, a reconciliation shall be conducted by the MCSD to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the GPO during each contract term for use in the MCSD food service.
11. The MCSD shall verify receipt of USDA Foods shipments through its electronic records or by contacting the FDACS or processor as applicable.
12. The MCSD reserves the right to conduct commodity credit audits throughout each contract term to ensure compliance with federal regulations 7 C.F.R. Part 210 and Part 250.
13. The GPO must accept liability for any negligence on their part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the MCSD and shall credit the MCSD either monthly or through a fiscal year-end reconciliation.
14. The MCSD and GPO shall consult and agree on end products to be produced from USDA Foods during each contract term. If the MCSD and GPO cannot agree on end products, the GPO shall utilize the USDA Foods in the form furnished by the USDA.
15. If the GPO acts as an intermediary between a processor and the MCSD, the GPO shall credit the MCSD the current market value of the USDA Foods contained in the processed end products unless the

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processor is providing such credit to the MCSD. Such credit shall be issued to the MCSD on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.

16. The GPO shall not enter into any processing agreements with a processor as required in subpart C of 7 C.F.R. Part 250. The GPO shall also not enter into any subcontracts for further processing of USDA Foods.
17. The GPO shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The GPO must submit to the MCSD monthly inventory reports showing all transactions for processed and non-processed USDA Foods.
18. The MCSD, the FDACS, the Auditor General, and the USDA, or their duly authorized representatives, may perform on-site reviews of the GPO's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 C.F.R. Part 210 and Part 250.
19. The GPO shall return all unused USDA ground beef products, ground pork products, and processed end products to the MCSD upon termination, expiration, or non-renewal of the Contract.
20. At the discretion of the MCSD, the GPO may be required to return other unused USDA Foods to the MCSD upon termination, expiration, or non-renewal of the Contract.
21. MCSD shall retain title to all USDA Foods provided to the GPO for use in the MCSD food service.
22. USDA donated foods or processed end products containing USDA donated foods shall not be used for catering or special functions conducted outside of the nonprofit school food service.

### **IV. PRODUCT SPECIFICATIONS**

- A. All products should meet or exceed the current USDA meal pattern requirements and the following nutrition guidelines:
  1. All products should be trans-fat free, except for naturally occurring small amounts of trans-fat that may be in animal product.
  2. All products should be monosodium glutamate (MSG) free.
  3. Products should have a Child Nutrition (CN) Label or product specification indication of meal pattern contributions, when appropriate.
- B. Preference may be given for products with reduced sodium levels, nitrate/nitrite free, or those able to be utilized in an a la carte by meeting USDA Smart Snack Standards.
- C. The District requires that the Distributor have an effective quality control/quality assurance program in place with well-established procedures that are followed to ensure a quality Food and Supplies Program.

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- D. As a result of a comprehensive data analysis of food supply purchases, the product selections required for the RFP are defined in the Product List (Exhibit 2).
- E. The District reserve the right to determine product selections for the District's programs. As the District's product selection requirements change, it may be necessary for the District to require a change in product selections, packaging, and/or delivery locations by the Distributor.
- F. Pack size changes must be authorized in advance by the District's Nutrition Services Departments.
- G. While the purpose of this RFP is to establish a Food and Supplies Program agreement with a single Distributor to supply the District with a substantial amount of its regularly ordered food and supplies, the resulting agreement is not to be interpreted as an "exclusive" agreement with respect to the Districts' purchase of such products.
- H. The District's expectation is that all food and food-related supplies be readily available. The Distributor shall stock specified and pre-approved products after contract award. Before the Distributor can make stock changes to the approved list, a review of those changes must be presented to the District. All products shall be pre-approved by the District after contract award and samples may be required to make that determination. The District also reserves the right to order any other food and food-related product from the Distributor that is not included in the stock and pre-approved product listing. The Distributor will be responsible to avoid overstocking and use District's projections and forecasts as an ordering guide.
- I. The District shall not be limited to the estimated usage figures. The quantities for each item are estimates based on current usage figures for a similar time period. It is understood and agreed that the District reserves the right to increase or decrease quantities, or modify conditions and/or specifications with notice.
- J. Expanded Product and Nutrition Information: The Distributor shall provide to the District, expanded product information to include, but not be limited to, manufacturer name, manufacturer product code number, general description of the product, portion or serving size, number of portions per case, whether delivered frozen, refrigerated, or shelf stable, storage temperature, shelf life of the product, preparation and cooking information, and serving suggestions.

The Distributor shall also provide the District electronic nutritional information to include, but not be limited to, the list of ingredients as per the product label, including any allergy designations, (e.g., peanuts, tree nuts, fish, shellfish, eggs, milk, wheat, and soy); portion size in grams; calories in Kcal per portion, total fat, trans fat, saturated fat, sodium, fiber and meal component equivalents (for child nutrition items) percentage of whole grains or grain components, protein, and carbohydrate content in grams per portion; and a manufacturer contact telephone number and email address for additional information if needed. For protein products, the CN label is required.

The expanded product and nutrition information should be available via the direct order-entry system for ease of access. The District requires that the information be provided in an electronic format so that it might be e-mailed to interested customers.

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- K. Price List/Order Book: The Distributor shall provide District with a customized price list/order book, which includes the vendor item number, manufacturer code number, product name and description, brand, pack size, portion cost, and the Districts' net cost for all items. The Distributor shall also provide an electronic price list, which will show current and previous pricing, so a calculation may be done as to show percent changes. It is imperative that the District be notified ahead of time of any pack size changes, item number changes, and any deletions from the Distributor's system.
- L. All quantities shown are based on the prior six (6) month history and are to be considered estimates only for bidding purposes. No guarantee is given or implied as to the amount that will be purchased. Quantities may increase or decrease as needs change, such as participation changes, menu changes, etc. All quantities, whether increased or decreased, shall be furnished at the bid prices. Estimated quantities may be affected by amounts of USDA commodities received by the district. The school district reserves the right to cancel order amounts upon three (3) weeks' notice to the vendor when USDA commodities are anticipated.

### **V. SUBSTITUTIONS/SHORTAGES**

- A. The Distributor shall accommodate all orders. To assure provision of service excellence to our customers, the Distributor shall provide all products as selected by the District at a fill rate of no less than 99%. Approved substitutions will be calculated as shortages. The District shall work closely with the Distributor by providing menus, forecasted usage, and/or any other information pertaining to its ongoing and changing needs to help keep shortages to a minimum.
- B. The Distributor will have a designated contact for weekly monitoring of substitutions and/or shortages. The Distributor may not change from one approved product to another without written approval from the school district Food Services department during the course of the contract period. If a product is discontinued, a written explanation from the manufacturer stating that the product is no longer being manufactured must be sent to the Food Services Department Manager. Letters from brokers or distributors are not acceptable in lieu of a manufacturer's letter. The decision on substitutions will be made by the District, based on cost, intended use for the menu, and customer acceptance.
- C. Product substitutions shall be equal to, or of better quality, than the product originally ordered. If a substitution is made costing more than the ordered product, the substituted product shall be sold to the District at the same price as the originally ordered product. If a substitution is made costing less than the originally ordered product, the substituted product shall be sold to the District at the lower cost, with the normal fixed delivery fee markup applied. The out of stock item must be labeled as "out-of-stock" on the invoice and the item approved for substitution must be labeled "substitute" on the invoice.
- D. All substitutions should be noted on the invoice. Out of stock items should be labeled "out of stock" on the invoice and the item approved for substitution must be labeled "substitution" on the invoice. In addition, the originally ordered product should be left on the invoice and show zero (0) shipped.
- E. The District will be provided written documentation to address prolonged fill rate deficiencies. Excessive shortages may be cause for termination of the Contract with the Distributor, and may result in default.
- F. To facilitate this process the Distributor will be responsible for the following:

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1. Menus Analysis: Evaluate and determine purchasing requirements against cycle menus, screen cycle against commodities in inventory or on order; submit requirements to Distributor's headquarters in advance of need, coordinate determining quantities for special menu item in order to ensure products are received on time.
  2. Market Orders: Screen orders, discuss orders with District staff on a weekly basis, ensure compliance with scheduled delivery, discuss substitutions and shortages, facilitate approval of substitutions, finalize orders for delivery, and screen delivered orders for shortages, errors, and pricing mistakes.
- G. To assist in maintaining adequate inventory levels the distributor will be provided a set of School Food Service cycle menus. Any menu revisions will be negotiated with the distributor and/or manufacturer.
- H. To prevent product inventory loss, the distributor will notify the District two (2) months (calendar days) prior to any product expiration dates.

### **VI. FOOD SAFETY AND RECALLS**

- A. Ensuring the safety of the food supply is critical to the District. Manufacturers and distributors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The Distributor shall have a process in place to effectively respond to a product recall which should include the following objectives:
1. Provide accurate and timely communication to the District regarding a recall.
  2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
  3. Streamline the process for reimbursement for recalled products.
- B. MCSD has the right to inspect or audit all storage and business locations without reservations.
- C. Condemnation of Food Product: Before any USDA commodity food may be discarded, it shall be condemned by the respective local County Health Department and reported to the District Director of Food Services or designee on a Stop Sale Notice (HRA-4045). The value of the items destroyed must be replaced by the entity found at fault with appropriate documentation to the Director of Food Services so that this replacement may be documented to the Department of Agriculture and Consumer Services. Final disposition of commodity product will be under the direct supervision of the U.S. Department of Agriculture or their designee, as applicable.

### **VII. ORDERING**

- A. The Distributor shall provide a full-service, online, secure web-based, direct order entry system, based on a specified order guide/shopping list, at no charge to the District. As upgrades to the Distributor's existing online order entry system happen during the contract period, the upgraded system must be made available to the District at no additional charge.

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- B. The online order system must have secure password-protected accounts with user-friendly search capabilities by category, product description, product number, brand, or manufacturer number. Users must also have the ability to print an order confirmation once an order is transmitted that displays any out-of-stock items or other problems with the order.
- C. The Distributor shall be able to receive a file via Secure FTP (SFTP) in a format mutually agreed upon by the District and the Distributor. The Distributor shall be able to send the same file with date modifications reflecting a suggested order to the District via SFTP. The District reserves the right to make changes to the specification with the Distributor as necessary in order to reach mutual compliance.
- D. The District must be able to input orders until 48 hours prior to the day the orders are to be delivered. The District shall be able to add to an existing order until 24 hours prior to the day the order is to be delivered, or cut from an existing order until 48 hours prior to the day the order is to be delivered.
- E. A back-up manual call or fax-in system shall be established for when internet access or the on-line direct order entry system is unavailable.
- F. Share your plan to achieve a corrected invoice at the school upon receipt of delivery with MCSD.
- G. Emergency and Special Orders are defined below:
  - 1. **Emergency Orders**: In an emergency situation, the District may request early deliveries (i.e. first off the truck) to get needed products into operation first thing in the morning; or extra deliveries if needed, in addition to the normal delivery schedule. These deliveries shall be coordinated with the Distributor. There shall be no additional charge for any extra deliveries or those made outside the normal delivery schedule.
  - 2. Emergency Deliveries may be required and are defined as phone in, or e-mail orders placed by the Food Service Department designee. These orders may be placed due to theft, food spoilage, emergency changes, etc.
  - 3. Will Call orders may be necessary and are defined as product ordered and picked up by the school center at the Distributor Services location as needs dictate. Orders will be for emergencies only and approved by the Food Service Department and placed via email.
  - 4. **Special Orders**: Special Purchase Deliveries are defined as phone in, or e-mail orders placed by the Food Services Department for special menus, functions, field trips, etc. All special purchases (any item(s) not awarded on a contract) must be approved through the Food Services Department prior to delivery except catering orders. A designated catering team member will coordinate all catering orders directly with the distributor. Only purchased food is allowed to be ordered.

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### **VIII. DELIVERIES**

- A. Delivery Schedules: During the school year, deliveries shall be completed as follows:
  - 1. Elementary Schools
  - 2. Middle School
  - 3. High Schools
- B. Deliveries shall be made weekly to all 11 district school sites, however, the Food Services Department reserves the right to request additional deliveries as needed.
  - 1. Food Services Department will furnish school name, location, contact name, phone number, and school calendar to the awarded vendor.
  - 2. A delivery schedule for individual sites shall be submitted by the vendor to the Food Services Department for approval three (3) weeks prior to the first delivery and remain constant thereafter. Any changes to delivery schedule must be submitted for approval 30 days prior to implementation.
- C. Due to school holidays and breaks, deliveries may be required on a day other than the regularly scheduled delivery day. This day will be mutually agreed upon by the Food Services Department and the vendor.
- D. Delayed Delivery: If delivery is delayed, the Districts' Food Service office and school site must be notified as soon as possible. Delayed is defined as more than one (1) hour past the delivery window. If an order is delivered late, the Distributor may be expected to reimburse the District for any overtime pay incurred by District receiving personnel.
- E. Delivery Failure: The expectation is that the Distributor guarantees delivery on the days designated. If the Distributor fails to deliver an order, the District will be notified immediately in order to make corrective action, such as making a special delivery to the District, arranging for delivery by an alternate supplier, or by making other satisfactory arrangements. The Distributor shall be responsible for any cost difference between the price of the originally ordered products and those of an alternate supplier, should the Distributor be unable to resolve any delivery issues internally.
- F. Delivery Vehicles: Deliveries must be made in dual or tri-compartment refrigerated trucks to adequately protect frozen, dry, chilled, and special care products in accordance with packer's recommendations. Drivers must deliver products into dry storage, freezer or cooler rooms as designated by the cafeteria manager. Drivers are not required to place products on shelves or remove containers from master cartons.
  - 1. In the event of vehicle breakdown or other delay, the awarded distributor must have a contingency plan for immediate recovery and submit the plan to the District prior to the beginning of each school year. The successful distributor will be responsible to ensure the items are delivered to the designated schools as scheduled. The Distributor will be responsible for contacting both the District and each individual Food Service Manager of any delivery delays and re-schedule for the same day delivery.



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- G. All shipments are subject to inspection and approval upon arrival at the Districts' ordering school. The District reserves the right to refuse delivery of any product(s), which may be evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the contract.
- H. A designated District employee will "check in the order" verifying the accuracy of the order and invoice, and the quantity of products received. Any deviations or problems noted will be communicated to the Distributor's delivery personnel, who must have the ability to document the requested credit for items that must be returned, are damaged, improper, or missing. If a product is unacceptable, a credit adjustment is to be made within 24 hours of discovery of concealed damage and/or quality.
- I. Condition of Product at Delivery: Products shall be delivered in a clean condition, free of dirt, sand, grease or other foreign material in clean cases. Leaking, empty or partially empty cartons or cartons containing sour or contaminated product shall be replaced without charge. The conditions causing the cartons to be replaced must not be extensive nor a consistently recurring problem. Delivery equipment for frozen products must be capable of maintaining temperature of 0 degrees F or below so that product is received in a hard frozen state. Delivery equipment for refrigerated products must be capable of maintaining a temperature of **no greater than 40 degrees F**.
- J. If an item is omitted from an order by the distributor, or is delivered in unacceptable condition (defrosted frozen product or damaged container for example), replacement delivery must be made within 24 hours, or at a longer time span if approved by the District Food Service Office. If an extra delivery is required due to a district error, a distributor may require a minimum order.
- K. At the time of delivery to each location, the driver shall leave two (2) copies of a properly executed invoice or delivery ticket. If there are discrepancies noted at this time, they must be shown on the invoice or delivery ticket. This document must show the amount of each article with bid prices and extensions accurately listed.
- L. All the Distributor's facilities and delivery vehicles shall conform to local, state, and federal rules and regulations regarding safety and sanitation, and are subject to inspection by the District or other officials at the discretion of the District.
- M. Summer Delivery: The District offers the U.S. Department of Agriculture Summer Food Service Program at multiple sites. The awarded vendor is required to maintain adequate inventory to fulfill the requirements of the designated Central Kitchens. The Central Kitchens open for the summer session will also require one (1) weekly or every other week delivery.
- N. **Delivery Personnel:** All Distributor employees (i.e. service personnel, management representative, etc.), shall conduct business with District personnel in a competent, courteous, and professional manner. The District shall notify the Distributor of any chronic problems with delivery personnel. The District reserves the right to require a change in service or management representation if the conduct by the Distributor's personnel, in the opinion of the District is unprofessional.
  - 1. All Distributor's employees shall bear and be able to present proper identification upon request. The Distributor's delivery personnel shall be well groomed, and at all times, wearing a Distributor uniform that denotes the Distributor and employee's name. Delivery personnel shall not smoke or use tobacco on school

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campuses and must not remain on school property for scheduled break periods. Delivery personnel will be required to follow all security protocols established by the District.

- O. **Delivery Sites:** A current list of individual school locations and cafeteria locations is provided as a separate attachment (Exhibit 1). Newly constructed schools and optional delivery sites may be added to this contract as required after the award is made.
1. New School delivery sites will be added “Or” optional delivery site locations will be added as a direct result of: newly constructed schools, replacement schools or as a result of building renovations and in the event of emergencies due to acts of God or any related emergency that would result in closure of any school delivery site, there of creating a new delivery site location.
  2. The Office of Food and Nutrition Services will inform the successful respondent in advance of any and all changes in delivery locations, to include additional delivery sites during the contract period.
- P. The Distributor will be responsible for damage (other than normal wear and tear) to buildings, poles, walls, and docks.
- Q. Whenever a Distributor’s place of business, mode of delivery, or source of supply has been disrupted by strike, act of God, or any other disruption beyond the Distributor’s control, it shall be the Distributor’s responsibility to promptly notify the District.
- R. **Fuel Surcharges** – The District reserves the right to consider rejecting any proposals with clauses that allow vendors to add a fuel surcharge during periods of volatility in the petroleum market. The decision to accept or reject such proposals will be at the sole discretion of the District.

## IX. FEES

- A. The GPO shall competitively bid all contracts with vendors and secure the best pricing. In the event pricing will need to increase, the GPO will review all requests for price escalation as outlined in paragraph (b) and determine if the price increase is acceptable before presenting these increases to the MCSD.
- B. Requests for fee escalation must be in writing, submitted with a minimum of 30 days’ notice, and include documentation of baseline cost and escalated cost. The GPO will review the appropriate data to determine if the increase is acceptable. Increases, if granted, shall be in increments of full cents per carton only and shall be based on the month Producer Price Indexes published by the Bureau of Statistics, U.S. Department of Labor (<http://data.bls.gov/cgi-bin/srgate>). Calculations shall be according to the U.S. Department of Labor, Bureau of Labor Statistics, Produce Price Increases, title Escalation and Producer Price Indexes, A Guide for Contracting Parties, using the latest available version of the Producer Price Index data published. If the Department of Labor should discontinue the above indexes, then an index will be selected that is mutually agreeable to both parties. If no agreement can be reached, then the contract will terminate at the end of its current term.

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### **X. INVOICES**

- A. All invoices shall include a unique invoice number. Invoice numbers shall not be reused or duplicated during the contract term and any subsequent renewals.
- B. All orders shall be accompanied by an itemized invoice, including the Distributor name, account number, product name, unit cost, pack size, amount ordered, amount delivered, extension, total cases delivered, and total charges. All substitutions and shortages should be noted on the invoice. All invoices shall clearly include commodity discount on all commodity processed items, if applicable. One copy is for the manager and one copy for the vendor.
- C. Food and non-food items must be invoiced separately.

### **XI. PAYMENTS**

- A. Per Florida Statute §218.73, payment terms are Net 45 days. The 45 day timeframe begins when MCSD receives a completed and correct invoice. When invoices are returned due to an error, the 45 day time frame for payment resets the day MCSB receives the corrected invoice.
- B. Purchase Orders, P-cards (VISA), and/or online automatic payment systems (if available/applicable) may be used to facilitate payment. The awarded distributor of this contract must be able to accept Purchase Orders, P-card orders, and/or work with automatic payment systems.
- C. In accordance with Federal requirements 210.21 Procurement, the school food authority (MCSD) must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:
  - 1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.
  - 2. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
  - 3. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
  - 4. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

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5. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
6. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
7. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
8. Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

## **XII. CREDITS/RETURNS**

- A. Credits/returns shall be accepted under (but not limited to) the following conditions:
  1. Product(s) shipped in error
  2. Product(s) damaged in shipment or with compromised packaging
  3. Product(s) with concealed or latent damage, includes produce.
  4. Product(s) that have been recalled.
  5. Product(s) that do not meet quality standards and customer satisfaction.
  6. Product(s) delivered in unsanitary and unsafe delivery vehicles.
  7. Product(s) delivered that exceed the minimum/maximum specified temperatures.
- B. The District reserves the right to determine when selections are potentially hazardous or do not meet food safety compliance for service. Immediate disposition of potentially hazardous items shall be done without hesitation.
- C. If a problem is discovered at the time of delivery, the delivery personnel shall record the credit request on the same day of delivery. The credit memo shall be emailed to the Districts' Food Service Department designee.

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- D. The District will return, within ten (10) days of receipt any incorrectly delivered products, in resalable condition, as well as any concealed and/or damaged goods, etc. In addition, the District will properly maintain and expedite the return of any item with a short shelf life, such as refrigerated or frozen products.

### **XIII. PRICING**

- A. Provide an explanation of your firm's policy on membership fees, including but not limited to the following:
1. How the fee is determined
  2. How the fee is to be billed/paid
  3. What does the membership include
  4. Policy on membership cancellation
  5. Membership terms/renewal
  6. Other Information
- B. Provide an explanation of your firm's pricing methods and give specific example(s) using a particular product(s):
1. Firm Priced Items
  2. Unit Pricing
  3. Firm Fixed Fee Pricing
- C. Provide an explanation of your firm's pricing schedule and terms & conditions with your awarded vendors.
- D. Provide an explanation of the potential savings available to the Monroe County School District and describe your firm's methodology for the determination of these savings.

- XIV. AWARD** – Qualified bidders will be determined using the documentation below. Bids that do not provide satisfactory evidence of the required qualifications will not be evaluated. Additionally, the District shall be the sole judge of its own best interests in determining the ranking of proposals and the resulting negotiated agreement.

1. All signature pages from this bid document, signed and notarized (if required).
2. Bid Pricing Sheet (Price Sheet Appendix C)
3. Reference Sheet / Project Experience – Documentation of successfully performing work of this size, nature, and complexity (to include, at a minimum, provided Reference Form). (Reference Form Appendix B).
4. All information requested throughout this bid document.

## **RFP 2023021 – Food and Supply Purchasing**

### **XV. COMMITTEE/MATRIX**

1. Proposals will be evaluated using the criteria outlined below. The District will assign this task to a selection committee. This committee will convene, review, evaluate and rank the proposals received. The evaluation committee reserves the right to interview any, all or none of the respondents that submitted RFP's, if it is deemed necessary to do so. Firms will be notified in writing if an interview is requested. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews, etc.
2. Proposals will be evaluated and graded using the following matrix:

1. Company Experience & Qualifications	30
2. Scope of Services/Project Approach	25
3. Pricing	35
4. References	10

## RFP 2023021 – Food and Supply Purchasing

### RFP Bid Documents Required Checklist (Appendix A)

The following documents and forms MUST accompany each bid submitted:

- ☐ Bid Documents Required Checklist (Appendix A)
- ☐ Bid Proposal Form
- ☐ Addenda Acknowledgement Form
- ☐ Contractor Rules Form
- ☐ Debarment Certification
- ☐ Identical Tie Proposals Form
- ☐ Non-Collusion Affidavit
- ☐ Business/Personal Relationship Disclosure Affidavit
- ☐ Drug Free Workplace Form
- ☐ W-9
- ☐ Vendor Information Sheet
- ☐ E-Verify Affidavit
- ☐ Proof of insurance at specified levels
- ☐ Copies of required licenses
- ☐ Reference Form (Appendix B) -Documenting experience performing commercial work of this size, nature, and complexity
- ☐ Price Sheet (Appendix C)
- ☐ Local Preference Affidavit and backup - if applicable (Appendix D)

I, \_\_\_\_\_ (name), an authorized officer of \_\_\_\_\_  
(company/vendor), confirm that the above listed documents are provided in our bid being submitted to the Monroe County School District and confirm that I have read and understand the ITB document in its entirety.

\_\_\_\_\_  
Signature

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**REFERENCE FORM – (APPENDIX B)**

Provide three references from agencies you have provided similar goods or services to in the past three (3) years.

**Reference # 1**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference # 2**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference # 3**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Authorized Representative's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed) and Title: \_\_\_\_\_



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**PRICE SHEET – (APPENDIX C)**

Group Purchasing Organization (GPO) Membership Fee	\$ _____ annually
Potential Annual Savings	\$ _____

## RFP 2023021 – Food and Supply Purchasing

### **Local Preference**

#### **A. Definition:**

Except where otherwise prevented by statute, code, administrative ruling, law, or funding source restrictions, including anything that may be related to disaster recovery for FEMA reimbursement compliance, the District may give preference in the procurement of goods or services to a vendor who meets all of the requirements listed herein:

#### **B. Application of Local Preference:**

1. Informal Quote/Informal Bid (under competitive threshold amount): When the District solicits informal quotes, bids, proposals or a reply to purchase goods or service, if the lowest responsible and responsive quote, bid, proposal, or reply is from a non-local bidder, (low bid) and there are vendors that have been given local preference designation by meeting all of the criteria outlined herein, you would take the lowest price local preference bid (lowest local bidder) and, if that price is within 5% of the non-local bid price, the local preference low bid would be given the opportunity to submit an offer in writing to match the non-local low bid price within 3 business days of the date of notice. If the lowest local bidder submits a bid that matches the low bid within the three business days, then the award shall be made to the lowest local bidder. If the lowest local bidder declines or is unable to match the low bid price then the award shall stand with the non-local low bid and be awarded as such.

2. Competitive solicitations (ITB): When the District solicits competitive bids in order to purchase goods or service, if the lowest responsible and responsive bid is from a non-local bidder, (low bid) and there are vendors that have been given local preference designation by meeting all of the criteria outlined herein, you would take the lowest price local preference bid (lowest local bidder) and, if that price is within 5% of the non-local bid price, the local preference low bid would be given the opportunity to submit an offer in writing to match the non-local low bid price within 3 business days of the date of notice. If the lowest local bidder submits a bid that matches the low bid within the three business days, then the award shall be made to the lowest local bidder. If the lowest local bidder declines or is unable to match the low bid price then the award shall stand with the non-local low bid and the notice of recommendation to award would be issued as such.

3. Competitive solicitations (RFP): In a request for proposal various factors are used to evaluate the responses from vendors and are assigned points based off a matrix that is included in the original bid document. In this instance, a local preference factor would be included in that matrix with a point value of 5. If there are vendors that have been given local preference designation by meeting all of the criteria outlined herein, those vendors would receive the 5 points for the local preference factor, all other vendors would receive a zero. Once the final rankings are complete the results stand as ranked and the notice of recommendation to award would be issued as such.

Boundaries - Bids are procured based on the geographic areas needed within the district. Application boundaries will be within 25 miles of any one of the district locations in that geographic location. Bids are procured by either specific City whereas boundaries will apply to that city, Regions (ie: Lower Keys (sites within Key West to Sugarloaf Key), Middle Keys (Marathon area sites) or Upper Keys (first site north of Marathon city limits extending to the northernmost Key Largo school site), or District Wide (encompassing district facilities from Key West to Key Largo).

In order to qualify for local preference, the bidder would be required to meet all of the following criteria and submit required documentation in each bid package for which they wish to have it applied. Any bidder who fails to submit sufficient documentation with their bid or proposal, shall not be granted local preference consideration for the purposes of that specific award.

- Vendor must fill out a Local Preference Affidavit and submit with bid solicitation for which preference is being applied **and**
- Principal address registered with Department of State as operating out of an office within 25 miles of boundaries of the location for which goods/services are being solicited, or if the job pertains to the entire district, then any

## **RFP 2023021 – Food and Supply Purchasing**

one of the cities located within Monroe County, as evident by State Business License (COPY MUST BE SUBMITTED) **and**

- Business is listed with the chief licensing official in Monroe County as having a business tax receipt within 25 miles of boundaries of the location for which services are being solicited for at least one year prior to solicitation; (COPY MUST BE SUBMITTED) **and**
- Affirm that at least 50% of workforce live in Monroe County (via local Preference affidavit); **and**
- At least one member (director or principal) of the entity shall reside within Monroe County (Copy of DL or FL ID Card Must be Submitted).

### **NOTES:**

1. Joint Ventures can qualify if at least one of the two entities meets the test set forth above and the combined local workforce of the joint venture is at least 50% local.

2. You cannot use a PO Box to prove address verifications above.

3. Preference is calculated based on the total bid or quote price, including any alternate or optional services or products in the bid or quote selected.

4. Vendors found to have falsified documentation with regard to local preference certification will be subject to suspension up to/including debarment.

### **D. Exceptions**

1. Application of local preference in no way prohibits the right of the agency to compare the quality of goods/materials proposed, type of service, overall proposal, qualifications of those submitting bids/proposals.

2. Further, local preference in no way prohibits the right of the District to apply other rankings for other geographic requirements (response time, knowledge of SREF, knowledge of city/county building requirements/codes, etc. District staff and bid committee members are to evaluate the bid, quote, proposal or response and select based on the best value/best interest of the agency with options provided in proposals, etc.

3. The Board reserves the right to withhold application of local preference if in the best interests of the District or where the application of preference would conflict with a statute, administrative rule, or the terms of any grant funding of the purchase or contract.

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**MONROE COUNTY SCHOOL DISTRICT  
LOCAL VENDOR AFFIDAVIT**

The undersigned, as a duly authorized representative certifies to the best of his/her knowledge, that the vendor meets the definition of a “Local Business” by meeting ALL of the following criteria:

- a) Principle address registered with the Department of State showing an address within 25 miles of the boundaries of the city for which goods/services are being solicited, or if the job pertains to the entire district, then any one of the cities located within Monroe County, (copy of license required) AND
- b) Is listed with the chief licensing official for the City/County having a business tax receipt within 25 miles of the boundaries of the location for which goods/services are being solicited at least one year prior to the date of the solicitation, (copy of license required) AND
- c) Attests that they maintain a workforce that is made up of at least 50% of its employees from within Monroe County, AND
- d) At least one member (director or principal) of the entity shall reside within Monroe County (copy of ID required).

Please submit with your bid proposal, this signed, notarized form, along with copies of:

- ☐ State Business License
- ☐ Monroe County Business Tax Receipt
- ☐ Florida State Driver’s License or ID

**Failure to include this form, together with the copies requested, will result in denial of certification as a local business for preference purposes.**

Business Name: \_\_\_\_\_

Name of Representative Signing Below: \_\_\_\_\_

Current Local Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

State of \_\_\_\_\_

County of \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by  
\_\_\_\_\_, of \_\_\_\_\_

Name of Representative

Name of Company

OR who is personally known OR has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

(Stamp or Seal)

## RFP 2023021 – Food and Supply Purchasing

### GENERAL INFORMATION

#### A. INTRODUCTION

The School Board of Monroe County, Florida, hereinafter referred to as the "School Board" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a tentative calendar:

#### B.

CALENDAR OF EVENTS RFP 2023021		
DATE:	TIME (ET):	ACTION:
10/16/2023	9:00 AM	Release Solicitation
10/19 and 10/24/2023	Publication	Notice of Solicitation /Bid Opening
10/31/2023	5:00 PM	Last day for submission of written questions to MCSD
11/2/2023	5:00 PM	Last day for MCSD to post answers to questions
11/15/2023	9:00 AM	Proposal Due/Bid Opening (Open to Public – MCSD Administration Building, 241 Trumbo Rd., Key West, FL 33040)
11/15/2023	5:00 PM	Recommendation to Award
12/12/2023	5:00 PM	Board Meeting (Open to Public – See KeysSchools.com)

## **RFP 2023021 – Food and Supply Purchasing**

### **C. SUBMISSION REQUIREMENTS**

**Proposals must be submitted electronically to. Hard copy or email proposals will not be accepted.**

1. DemandStar requires that all documents be downloaded, completed, saved and reuploaded to submit your proposal. DemandStar does not support online document completion.
2. The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.
3. It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your proposal to DemandStar.
4. The District will only consider proposals that have been uploaded and submitted through DemandStar prior to the bid closing date and time. Allow sufficient time to complete your proposal.
5. **IMPORTANT INFORMATION:** When finished uploading all required documents, at the end of the document, you must submit your response. After clicking "Submit Response" the following process will begin:
  - a. DemandStar will verify that your response is complete as entered.
  - b. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
  - c. You will receive a confirmation e-mail indicating a successful response submittal.
  - d. If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712.
6. Be advised that registering with DemandStar is a FREE service if registering to receive Monroe County School District solicitations.

The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer. The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the School Board must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

The proposal package must be submitted no later than the date / time provided in the bid calendar.

### **D. WRITTEN EVALUATION / ORAL INTERVIEW OR PRESENTATION EVALUATION**

Responses will be distributed to a selection committee for review and evaluation. The evaluation criteria will be listed in the scope of work of this document. The committee will then discuss and scores will be tallied. After an evaluation of the proposals, the selection committee may select a vendor or conduct interviews or request presentations from a short list of vendors.

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s.286.011 and s. 24(b), Art. I of the State Constitution.

Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids or proposals, whichever occurs earlier.

## **RFP 2023021 – Food and Supply Purchasing**

### ***E. CONDITIONS AND LIMITATIONS***

- a) The School Board reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.
- b) The School Board may consider all proposals and reserves the right to award the contract(s) in the best interest of the School Board.
- c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.
- d) The School Board will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.
- e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.
- f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Monroe County School District or School Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.
- g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the School Board.
- h) The School Board and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the School Board reserves the right to select an alternative proposer.
- i) Cancellation: In the event the proposer violates any of the provisions of this proposal, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendations will be made to the School Board for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this proposal at any time for any reasons, upon giving thirty (30) days prior written notice to the other party.
- j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.
- k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the School Board has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

### ***F. INSURANCE REQUIREMENTS***

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Monroe County District School Board.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

## RFP 2023021 – Food and Supply Purchasing

### GENERAL TERMS & CONDITIONS

#### 1. PREPARATION OF PROPOSALS:

- a) **Bidder's Liability:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) **Submittal of Proposals: PROPOSALS MUST BE SUBMITTED ELECTRONICALLY TO DEMANDSTAR.COM.** *Hard copy or email proposals will not be accepted. Any company not responding to this request with either a proposal or a "NO BID" may be removed from the active broadcast list.*

- c) **Receipt of Proposals:** The Internal Services Department / Purchasing Division is not responsible for timely submission of proposals. The Respondent is responsible to allow adequate upload time ensuring confirmation of submission from DemandStar is received by the specified due date and time.

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:

i) Completed and signed **Invitation Package**

ii) Completed **Proposal** form(s)

iii) Certificate of Insurance

- e) **Forms:** All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package **must** be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Hard copy, facsimile (FAX), or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Internal Services Department / Purchasing Division reserves the right to verify mathematical

extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.

- g) **Freight Terms:** All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the district at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The Internal Services Department / Purchasing Division will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.

- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

i) The term "No Substitutes" or "Only" may be used when compatibility with other articles or materials is required or if standardization is desired.

ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.

iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

- i) **Insurance Certificate:** When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.

- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.

- k) **Proposal Organization:** Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or **Request for Qualifications** being addressed. District staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.



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**2. INQUIRIES/INFORMATION:** Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to the point of contact for this solicitation listed on page 3. The Internal Services Department / Purchasing Division will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the Internal Services Department / Purchasing Division by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events. Vendors are encouraged to visit [www.demandstar.com](http://www.demandstar.com) to obtain this information. The following information is available from this location, 24 hours per day, 7 days per week:

- A copy of a solicitation packet for a contract or project currently issued and any associated addenda (It is the respondent's responsibility to check [www.demandstar.com](http://www.demandstar.com) frequently for an updated list of issued addenda)
- A listing of solicitations scheduled for award
- Historical solicitation award information
- A copy of all required documentation

**3. ACCEPTANCE AND WITHDRAWAL OF PROPOSALS:** A proposal (or amendment thereto) will not be accepted by the Internal Services Department / Purchasing Division after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the Superintendent. By written request to Superintendent, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.

**4. AMENDMENT & CANCELLATION:** The Internal Services Department / Purchasing Division reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or request for proposal, at any time, if it is found to be in the best interest of the district to do so.

**5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES:** The district expressly prohibits respondents from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.

**6. QUALIFICATIONS OF RESPONDENT:** Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The Internal Services

Department / Purchasing Division expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.

**7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION:** Student record information may be provided to vendors to enable them to respond to a sealed competitive solicitation or to a Request for Proposal, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

**8. NON COLLUSION:** The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY RESPONDENT:** The district reserves the right to retain all copies of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the district pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the District rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the District provides notice of a decision or intended decision pursuant to Florida Statute 120.57(3)(a) concerning the reissued invitation or until the District withdraws the reissued invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

**10. SUBCONTRACTING:** The respondent must describe in their proposal, all responsibilities that the respondent anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

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**11. INTELLECTUAL PROPERTIES:** If this agreement specifically provides for product development work on behalf of the District, any discovery, invention or work product produced for the District under this contract shall be the sole and exclusive property of the District. The vendor assigns to the District any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.

**12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".

**13. PROPOSAL PREPARATION COSTS:** The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.

**14. VARIANCE TO SOLICITATION DOCUMENTS:** For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.

**15. ADDENDA TO SOLICITATIONS IN PROCESS:** Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents **only by written addenda posted on [www.demandstar.com](http://www.demandstar.com)**. Verbal responses to respondents' questions do not constitute an *official response*

unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "**Addendum Acknowledgement Form**" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Hard copy, telegraph, facsimile, or email acknowledgements of addenda will not be accepted.

**16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:** If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this solicitation, the respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Internal Services Department / Purchasing Division reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if doing so represents the best interests of the district.

**17. SAFETY REQUIREMENTS:** All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

**18. PURCHASE OF MATERIALS WITH RECYCLED CONTENT:** The Internal Services Department / Purchasing Division will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

**19. MANUFACTURER'S CERTIFICATION:** The Internal Services Department / Purchasing Division reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.

**20. SOLICITATION QUANTITIES:** Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The district reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

**21. METHODS OF AWARD:**

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- a) **“By Item”**: Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.

- b) **“All or None by Group, Section or Category”**: The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the Internal Services Department / Purchasing Division reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the district.

- c) **“All or None”** The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the school district will issue a “Notice to Reject All Bids”.

- d) **“Primary & Secondary Suppliers or Contractors”**. The solicitation is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district’s needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.

- e) **“Rotating Short List of Contractors”**. An RFQ is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

- f) **“Qualified Supplier Sourcing”** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The district will use a list of selection criteria to determine eligibility and award consideration.

**22. DELIVERY LEAD TIME:** Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days

have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

**23. TAXES:** Purchases are exempt from **ALL** Federal excise and State sales tax.

**24. FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the Internal Services Department / Purchasing Division shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.

**25. SOLICITATION SAMPLES:** The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent’s risk and expense. The successful respondents’ samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.

**26. PROMPT PAYMENT DISCOUNTS:** Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.

**27. TIE PROPOSALS:** In the case of identical qualified proposals, if all other considerations are equal, the Board prefers to purchase within the District from established local vendors.

**28. ERRORS AND OMISSIONS:** In the event an error or obvious omission is discovered in a respondent’s proposal, either by the Internal Services Department / Purchasing Division or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Internal Services Department / Purchasing Division’s discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their proposal; however, in the event of a minor omission or oversight on the part of the respondent, the Internal Services Department / Purchasing Division (or designee) may request written clarification from a respondent in order to confirm the evaluator’s interpretation of the respondent’s response and to preclude the rejection of their proposal, either in part or in whole. The Internal Services Department / Purchasing Division will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may

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be waived if deemed to be in the best interest of the district to do so.

**29. BASIS OF AWARD OF SOLICITATIONS:** When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible respondent(s) to the Board. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the district's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or request for proposal. The district may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- Size of firm
- District's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Superintendent will then recommend the vendor receiving the highest point score to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest of the district to do so.

**30. REJECTION OF PROPOSALS:** A proposal may be rejected by the Internal Services Department / Purchasing Division if it is non-responsive or the respondent is determined to be not responsible. A proposal is not officially rejected until the School Board approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The Board reserves the right to reject any or all proposals received.

**31. NOTICE OF INTENT TO AWARD SOLICITATIONS:** Once proposals are evaluated and a recommendation for award is received by the Internal Services Department / Purchasing Division, a *Notice of Intent to Award* will be posted on [www.demandstar.com](http://www.demandstar.com). The recommendation for award is not official until approved by the School Board. Intent to Award Notices are normally posted on or about two weeks preceding the Board meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular

posting if it is essential to include the award on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. **Since this information is available as outlined above, the Internal Services Department / Purchasing Division will not mail or fax intent to award notices to all respondents.**

**32. BID PROTEST:** If a respondent wishes to protest a solicitation, they must do so in strict accordance with Monroe County School Board Policy 6320. Copies of this procedure are included in the solicitation document and are also available at [www.KeysSchools.com](http://www.KeysSchools.com). Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the Internal Services Department / Purchasing Division at the time of filing the formal written protest, a bond payable to the Monroe County School District in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

**Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.**

Any person who is adversely affected by the District's decision or intended decision concerning a proposal solicitation or a contract award shall file with Superintendent a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is officially filed when it is received in the Internal Services Department / Purchasing Division. The formal written protest shall contain the following: (a) name, address, and file or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based; and, (d) such other information as deemed relevant the issue.

**33. NOTIFICATION OF SOLICITATION AWARD:** After the Board awards a solicitation, the Internal Services Department / Purchasing Division will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.

**34. AUTHORIZATION TO PERFORM UNDER A CONTRACT:** All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take



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no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

**35. POINT OF CONTACT:** The district will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

**36. ASSIGNMENT OF CONTRACT:** The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

**37. LICENSES AND PERMITS:** The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

**38. CONDITION OF ITEMS:** Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be **new**, the **latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on "*used, remanufactured or reconditioned equipment*" or "*blends or seconds*" will not be considered unless specifically requested in the solicitation documents.

**39. INSPECTION:** The district reserves the right to have inspectors on the premises of the respondents or manufacturers at any time during the manufacturing or assembly process to verify compliance with solicitation specifications.

**40. PACKAGING:** All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

**41. STANDARDS OF CONDUCT:** Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees

of its subcontractors. Standards of Conduct are located at [www.KeysSchools.com](http://www.KeysSchools.com).

**42. ITEM SUBSTITUTIONS & DISCONTINUATIONS:** Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the Internal Services Department / Purchasing Division. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the Internal Services Department / Purchasing Division and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

**43. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:** The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM, Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.

**44. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):** Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification at no charge to District.

**45. INVOICES AND PAYMENT TERMS:** All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original

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copies must be sent to the District. Failure to follow this procedure may result in payment delays. Occasionally, a school may issue its own internal purchase order. Invoices associated with a school's internal purchase order should be submitted directly to the school for payment.

### **46. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:**

The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the district terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five (5) day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.

**47. RENEWAL OF SOLICITATIONS:** This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

### **48. ADMINISTRATIVE REGULATION ON FINGERPRINTING:**

All Vendors awarded contracts that require contractors, workers, or subcontractors to perform services on school facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed unless waived by the Superintendent. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321,

1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

**49. CIVIL RIGHTS COMPLIANCE:** The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.

**50. FEDERAL LAW COMPLIANCE:** The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.

### **51. VENDOR CONDUCT DURING SOLICITATION:**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**52. E-VERIFY** Beginning January 1, 2021, all contractors doing business with the Monroe County School District shall be required to provide proof of enrollment in the E-Verify system. Contractor shall be required to insure compliance with all applicable E-Verify requirements, including screening all employees to verify their work authorization status. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term.

## **RFP 2023021 – Food and Supply Purchasing**

### **FEDERAL FUNDING CONTRACT PROVISIONS**

Federal Funding Contract Provisions/Clauses (200.326) apply to all contracts using Federal Funds as a source for the purchase of goods and/or services. The contractor/vendor must not take exception to any part of these regulations.

Contractor/vendor/firm must comply with the following Federal requirements:

**1. RECORDS RETENTION (34cfr 80.36(l)(11))**

All vendors, contractors and subcontractors must retain all records pertaining to this contract for five (5) years after the District makes final payments and all other pending matters are closed.

**2. CLEAN AIR ACT (34 CFR 80.36(i)(12))**

All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**3. ENERGY EFFICIENCY (34 CFR 80.36(l)(13))**

All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**4. DISCOUNTS, REBATES & CREDITS (7 CFR Part 210.21 (f)(i))**

The Monroe County School District shall ensure that the awarded bidder discloses all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the Company receives a discount, rebate, allowance, or incentive from any supplier, the Company must disclose and return to the Monroe County School District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the Monroe County School District. All discounts, rebates, allowances and incentives must be returned to the School District.

**5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **RFP 2023021 – Food and Supply Purchasing**

### **6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by awarding agency.

### **7. RECOVERED MATERIALS**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **8. EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3))**

All vendors, awarded firms and sub-contracted firm must comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (43 CFR Chapter 60).

### **9. COPELAND “ANTI-KICKBACK” ACT (34 CFR 80.36(i)(4))**

All vendors, awarded firms and sub-contracted firm must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

### **10. DAVIS-BACON ACT (34 CFR 80.36(i)(5))**

All vendors, awarded Firms and sub-contracted firm must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Contract contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation.)

### **11. CERTIFICATION OF CONTRACTS, GRANTS, LOANS, COOPERATIVE AGREEMENTS AND LOBBYING**

Is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any Distributor who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



## **RFP 2023021 – Food and Supply Purchasing**

### **12. CONSUMER PRODUCT SAFETY ACT**

The Distributor awarded the Contract shall comply with the provisions of the Consumer Product Safety Act.

### **13. ENERGY POLICY AND CONSERVATION ACT**

The Distributor agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 –163).

### **14. FOOD RECALLS**

The Distributor awarded the Contract shall be expected to voluntarily comply with all Federal, State and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The Distributor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the member School Districts and PBG Board and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner.

### **15. HATCH ACT (5U.S.C. 1501-1508 AND 7324 – 7328)**

The awarded proposer will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

### **16. MINORITY-OWNED BUSINESS ENTERPRISE**

Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:

- Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists.
- Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation.
- Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.
- Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.

**RFP 2023021 – Food and Supply Purchasing**

**ACKNOWLEDGMENT OF ADDENDUM**

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via [www.demandstar.com](http://www.demandstar.com).

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

**RFP 2023021 – Food and Supply Purchasing**

**STATEMENT OF NO BID**

NOTE: If you do not intend to bid on this requirement/project, please upload this form immediately to [www.demandstar.com](http://www.demandstar.com). Thank you.

School Board of Monroe County, Florida

We, the undersigned have declined to submit a proposal due to the following reason(s):

- ☐ Specifications too “tight”, i.e. geared toward one brand/manufacturer/service only (explain below)
- ☐ Unable to meet time period for responding to proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond/Insurance requirement(s).
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Please Remove Us from Your “Bidder’s List”.
- ☐ Other (specify below).

**REMARKS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

We understand that if the “No Bid” letter is not executed and returned our name may be deleted from the Bidder’s List of the School Board of Monroe County.

Company Name: \_\_\_\_\_

Email: \_\_\_\_\_

Proposal Number: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_

## RFP 2023021 – Food and Supply Purchasing

### **CONTRACTOR RULES**

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.
- Pets are not allowed on campus.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## RFP 2023021 – Food and Supply Purchasing

### **DEBARMENT CERTIFICATION**

“The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Authorized Signature/Contractor

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Contractor's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number

## RFP 2023021 – Food and Supply Purchasing

### **IDENTICAL TIE PROPOSALS**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, an proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tie vendors have a drug-free workplace program. **See Drug Free Workplace Form for qualifications.**

RFP 2023021 – Food and Supply Purchasing

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
according to law on my oath, and under penalty of perjury, depose and say that;

1) I am \_\_\_\_\_, the bidder making the proposal for the  
project described as follows:

\_\_\_\_\_

2) The prices in this proposal have been arrived at independently without collusion, consultation,  
communication or agreement for the purpose of restricting competition, as to any matter relating to  
such prices with any other bidder with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been  
knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to proposal  
opening, directly or indirectly, to any other bidder to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or  
corporation to submit, or not to submit, an proposal for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that  
Monroe County School District relies upon the truth of the statements contained in this affidavit in  
awarding contracts for said project.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
who, \_\_\_ being personally known, \_\_\_ or having produced \_\_\_\_\_  
as identification, and after first being sworn by me, affixed his/her signature in the space provided above on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires:

## **RFP 2023021 – Food and Supply Purchasing**

### **PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."



## RFP 2023021 – Food and Supply Purchasing

### MONROE COUNTY SCHOOL DISTRICT BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, \_\_\_\_\_, of the City/Township/Parrish of \_\_\_\_\_, State of \_\_\_\_\_, and according to law on my oath, and under penalty of perjury, depose and say that;

- 1) I am the authorized representative of the company or entity making a proposal for a project described as follows:

Name of company/vendor: \_\_\_\_\_

Nature of services presently being offered to School District: \_\_\_\_\_

- 2) (CHECK ONE BOX) ☐ I have (OR) ☐ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. \_\_\_\_\_

\_\_\_\_\_

- 3) (CHECK ONE BOX) ☐ I have (OR) ☐ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) \_\_\_\_\_

\_\_\_\_\_

The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project. **I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Authorized Representative)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who,  
☐ being personally known or ☐ having produced \_\_\_\_\_ as identification,  
and after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My commission expires:

**RFP 2023021 – Food and Supply Purchasing**

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

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(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section (1).
4. In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Applicant's Signature

---

Date

## RFP 2023021 – Food and Supply Purchasing

### **SB 988 – HIGH-RISK OFFENDERS**

**by Argenziano** (*HB 7103 by Safety & Security Council*)

**AMENDS:** ss. 322.141, 322.212, 775.21, 943.0435, 944.607, 1012.465, F.S.

**CREATES:** ss. 1012.321, 1012.467, 1012.468, F.S.

**EFFECTIVE:** July 1, 2007

#### **THIS BILL HAS SCHOOL BOARD POLICY IMPLICATIONS**

This bill amends Jessica Lunsford Act provisions that require background checks for contractors on school grounds. The bill defines “noninstructional contractor” to mean any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes such contractor’s employees and subcontractors and subcontractor’s employees. The bill defines “school grounds” to mean the buildings and grounds of any public prekindergarten, kindergarten, elementary school, middle school, junior high school, high school, or secondary school, or any combination of grades prekindergarten through grade 12, together with the school district land on which the buildings are located. The term does not include any other facility or location where school classes or activities may be located or take place, the public school buildings and grounds during any time period in which students are not permitted access, or any such buildings during any period in which it is used solely as a career or technical center for postsecondary or adult education.

The bill provides a list of offenses that automatically disqualify a noninstructional contractor from being on school grounds when students are present. The bill also provides an exemption from the screening requirement for a non-instructional contractor who:

- is under direct line-of-sight supervision of a person who meets the screening requirements;
- is already required, and has undergone, a level 2 background screening;
- is a law enforcement officer assigned or dispatched to school grounds, or an employee or medical director of an ambulance provider;
- works and remains in an area separated from students by a 6-foot chain link fence;
- provides pick-up or delivery services to school grounds.

The bill also exempts instructional personnel who work with children with developmental disabilities or who are child care personnel meeting certain requirements. The exempted contractors are subject to a search of the online state and national registry of sexual predators and sexual offenders at no charge to the contractor.

For those subject to a fingerprint-based background check, the check must be performed at least every five years and may be paid for by the school board, the school, or the contractor. Any fee charged by a school board may not exceed 30 percent of the total costs charged by FDLE and the FBI for the check. FDLE is required to implement an Internet-based system for school districts to share the results of the background checks.

Further, the bill requires a contractor who is arrested for a disqualifying offense to report the arrest to the employer or primary contractor and the school district within 48 hours. If a contractor has been arrested for a qualifying offense, it is a third-degree felony for the contractor to willfully fail to report the arrest or for an employer or primary contractor to knowingly authorize the contractor to be on school grounds when students are present. If a contractor is to be denied access to school grounds, the school district must notify the contractor of the basis for denial. The only basis for contesting the denial is mistaken identity and misinterpretation of an offense from another jurisdiction. The bill provides immunity from civil and criminal liability for employees of school districts and schools who share background check information in good faith. It also provides that the new or amended portions of the School Code are not intended to create a new duty of care or basis of liability, or to create a private cause of action.

# RFP 2023021 – Food and Supply Purchasing

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.   <input type="checkbox"/> Other (see Instructions) ▶ _____         </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate         </div> </div>	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Social security number</b>  <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 40%;"></div> <div style="border-bottom: 1px solid black; width: 10%; text-align: center;">-</div> <div style="border-bottom: 1px solid black; width: 40%;"></div> </div> </div> <div style="width: 35%;"> <b>Employer identification number</b>  <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 60%;"></div> <div style="border-bottom: 1px solid black; width: 10%; text-align: center;">-</div> <div style="border-bottom: 1px solid black; width: 30%;"></div> </div> </div> </div>		
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.		
<div style="display: flex;"> <div style="width: 50%;"> <ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> </div> <div style="width: 50%;"> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p> </div> </div>		

**RFP 2023021 – Food and Supply Purchasing**

Monroe County School District  
Vendor Information Sheet

Vendor Name: \_\_\_\_\_

Federal EIN/SSN: \_\_\_\_\_

Primary Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ ext. \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**RFP 2023021 – Food and Supply Purchasing**

**THE DISTRICT SCHOOL BOARD OF MONROE COUNTY, FLORIDA**

**E-VERIFY AFFIDAVIT**

Beginning January 1, 2021, Florida law requires all contractors doing business with the Monroe County School District to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The Monroe County School District requires all vendors who are awarded contracts with the District to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at [www.e-verify.gov](http://www.e-verify.gov).

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Authorized Representative)

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who,  
☐ being personally known or ☐ having produced \_\_\_\_\_ as identification,  
and after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature, NOTARY PUBLIC

\_\_\_\_\_  
Commission expires:

STAMP/SEAL